



ACCREDITATION CONFIRMATION

DATE:

PARTIES:	
NEBOSH:	The National Examination Board in Occupational Safety and Health , a company organised under the laws of England and Wales, with the company registration number 02698100, whose registered office is at Dominus Way, Meridian Business Park, Leicester, Leicestershire LE19 1QW Address for notices: Att: [NAME] Email address: [EMAIL ADDRESS]
Learning Partner:	<i>[insert name of the legal entity and address details (and legal entity registration number, if appropriate)]</i> Address for notices: Att: [NAME] Email address: [EMAIL ADDRESS]

ACCREDITATION:	
Learning Partner number:	<i>[specify]</i>
Territory:	<i>[specify]</i>
Accreditation Start Date:	<i>[insert]</i>
Qualifications:	Approved qualifications will be detailed on the NEBOSH Learning Partner Accreditation System

COMMERCIAL TERMS:	
Charges:	Please refer to NEBOSH Learning Partner Fees <i>[insert link]</i>

ACCREDITATION CONDITIONS:

Part 1

This Accreditation Confirmation is subject to and is governed by the attached Learning Partner Agreement.



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STANDARD TERMS

1. Commencement and duration

- 1.1 An Application for Accreditation shall be treated as an offer to enter into an agreement with NEBOSH but shall not be binding on NEBOSH.
- 1.2 The Agreement shall commence on the date when NEBOSH issues Accreditation Confirmation to the Learning Partner and shall continue until it is terminated by either party in accordance with the provisions of this Agreement.
- 1.3 The Learning Partner shall be entitled to deliver the Qualifications in the Territory from the Accreditation Start Date and, unless the Accreditation is suspended or withdrawn pursuant to this Agreement and subject to clause 9, such entitlement shall continue for the Term of this Agreement.
- 1.4 NEBOSH may review the Learning Partner's performance of the Learning Partner's compliance with the terms of this Agreement at such frequencies as are specified in the Accreditation Confirmation (referred to in the Accreditation Confirmation as the Accreditation Review Term) and/or at such other times as NEBOSH may reasonably consider necessary. NEBOSH may suspend or terminate the Accreditation by issuing a notice in writing to the Learning Partner in the event NEBOSH has reasonable grounds to believe, as a result of a review carried out pursuant to this clause 1.4, that the Learning Partner is unable to or unwilling to comply with the terms of this Agreement.
- 1.5 For the avoidance of doubt, the withdrawal or suspension of Accreditation shall not result in the automatic termination of this Agreement, unless this Agreement is terminated in accordance with the provisions of clause 9 (Termination).

2. Agreement

- 2.1 The definitions and rules of interpretation set out in Schedule 1 apply in this Agreement.
- 2.2 The Agreement and any documents referred to in it (including, for the avoidance of doubt, the NEBOSH Mandatory Policies and Procedures, Accreditation Confirmation and any additional Accreditation Conditions) constitute the entire agreement and understanding between the parties with respect to the Accreditation and the Services and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it.
- 2.3 The Learning Partner waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Learning Partner that is inconsistent with the Agreement.
- 2.4 Each party confirms and acknowledges that it has not been induced to enter into the Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it.
- 2.5 If there is any conflict or inconsistency between the provisions of the documents comprising this Agreement, the following order of priority shall apply: (i) the Special Terms; (ii) the Standard Terms; (iii) Accreditation Conditions (if any); (iv) the Accreditation Confirmation; and (v) NEBOSH Mandatory

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Policies and Procedures. However, if the conflict or inconsistency relates to any process of delivery of the Services or other operational matters, the provisions of the NEBOSH Mandatory Policies and Procedures shall prevail.

3. Learning Partner's obligations

3.1 The Learning Partner shall:

3.1.1 perform the Services with the best care, skill and diligence in accordance with best practice in the Territory and in accordance with all applicable NEBOSH Mandatory Policies and Procedures;

3.1.2 before the date on which the Services are to start, obtain and at all times maintain during the Term all necessary licences, permissions and consents required under the Applicable Laws in the Territory;

3.1.3 ensure that the Learning Partner and all relevant Personnel are familiar with and comply at all times with all relevant NEBOSH Mandatory Policies and Procedures;

3.1.4 use its best endeavours to protect the interest of Learners in connection with the delivery of Qualifications;

3.1.5 at all times comply with all Applicable Laws in relation to the Qualifications and the Services;

3.1.6 co-operate with NEBOSH in all matters relating to the Services, and comply with all instructions of NEBOSH issued in connection with this Agreement;

3.1.7 not do or omit to do anything which may cause NEBOSH to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its activities (including, for the avoidance of doubt, any permissions issued to NEBOSH by the Regulator) and/or cause NEBOSH to be in breach of any Applicable Laws and/or requirements of the Regulator; and

3.1.8 not do or omit to do anything which may bring NEBOSH, and/or the Qualifications into disrepute.

3.2 The Learning Partner shall notify NEBOSH promptly in writing as soon as it becomes aware of: (i) any material changes to the information supplied by the Learning Partner in the Application for Accreditation; and (ii) any circumstances which are reasonably likely to affect the Learning Partner's ability to deliver the Qualifications and/or the Services in accordance with this Agreement, including, but not limited to changes in the Applicable Laws in the Territory and/or if it becomes subject to any enforcement or regulatory action in the Territory.

4. Obligations of NEBOSH

4.1 NEBOSH shall:

4.1.1 co-operate with the Learning Partner in all matters relating to the Services and the Qualifications, and provide the Learning Partner with reasonable information and support to assist the Learning Partner in the delivery of Qualifications;



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- 4.1.2 provide to the Learning Partner access to NEBOSH Portal(s) and any data or documentation as may reasonably be required for the purposes of the Services;
- 4.1.3 process any Learner refund requests swiftly, in accordance with its refunds policy;
- 4.1.4 deal with enquiries and complaints in accordance with its enquiries and complaints policy; and
- 4.1.5 comply with any other obligations of NEBOSH specified in the Agreement and/or any NEBOSH Mandatory Policies and Procedures.

5. Charges and payment

- 5.1 In consideration of the Accreditation, the Learning Partner shall pay the Charges and the Accreditation shall not be active until Charges are paid in full.
- 5.2 The Learning Partner shall pay each invoice submitted to it by NEBOSH, in full and in cleared funds, within 14 days of receipt to a bank account nominated in writing by NEBOSH, or by such other means as agreed by the parties in writing from time to time.
- 5.3 Unless otherwise specified in the Agreement, all Charges due under the Agreement are exclusive of VAT, which shall, where applicable, be paid by the Learning Partner at the prevailing rate on the due date for payment.
- 5.4 The Learning Partner shall: (i) be responsible for the payment of all invoices due to its third-party suppliers, including any fees for the Venue(s); (ii) bear its own costs incurred in connection with the provision of the Services and compliance with its obligations under this Agreement, including, but not limited to the costs of recruitment and registration of Learners and Personnel, the costs of examinations/assessments and the costs of any audits and inspections; and (iii) be solely responsible for the collection, remittance and payments of any Taxes imposed by a governmental or other authority in the Territory in connection with the delivery of Qualifications.
- 5.5 NEBOSH may, without prejudice to any other rights it may have, set off any liability of the Learning Partner to NEBOSH against any liability of NEBOSH to the Learning Partner.

6. Intellectual Property Rights

- 6.1 As between the Learning Partner and NEBOSH, all Intellectual Property Rights in the **NEBOSH Materials** shall remain the exclusive property of NEBOSH. NEBOSH hereby grants to the Learning Partner a non-exclusive right and licence for the Term to use the NEBOSH Materials in the Territory to the extent necessary for the supply of the Services. The Learning Partner shall at all times comply with all guidelines and/or instructions issued by NEBOSH in relation to the NEBOSH Materials, including as set out in the NEBOSH Mandatory Policies and Procedures.
- 6.2 NEBOSH acknowledges and agrees that all **Learning Partner IPR** used by the Learning Partner in connection with the Agreement is and shall remain vested in the Learning Partner. The Learning Partner hereby grants to NEBOSH an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Learning Partner IPR to the extent necessary for the receipt of the Services.

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- 6.3 All Intellectual Property Rights in any materials developed or created by the Learning Partner in collaboration with NEBOSH (other than where NEBOSH's role is limited to quality assurance in respect of such materials) in connection with the Qualifications ("**Jointly Developed IPR**") shall be owned by NEBOSH. To the extent the Learning Partner or its Personnel are the first owners of any such Jointly Developed IPR, the Learning Partner hereby assigns all such rights with full title guarantee to NEBOSH. For the avoidance of doubt, all Intellectual Property Rights in any materials in relation to Qualifications developed independently by the Learning Partner shall be owned by the Learning Partner and shall constitute Learning Partner IPR.
- 6.4 The Learning Partner acknowledges and agrees that **NEBOSH Mark** is and shall at all times remain vested in NEBOSH. NEBOSH hereby grants to the Learning Partner a non-exclusive, non-transferable, royalty-free right and licence for the Term to use the NEBOSH Mark(s) in the Territory to the extent necessary in connection with the supply of the Services. The provisions of Schedule 2 (NEBOSH Marks) shall apply to the use of such NEBOSH Mark(s).
- 6.5 The Learning Partner undertakes at NEBOSH's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 6.
- 6.6 Nothing in the Agreement shall prevent either party from using any techniques, ideas or know-how gained by such party during the performance of the Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
7. **Confidentiality**
- 7.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 7.2.
- 7.2 Each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 7; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
8. **Limitation of liability and indemnity**
- 8.1 Clauses 8.1 to 8.3 set out the entire financial liability of NEBOSH (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Learning Partner in respect of: (i) any breach of the Agreement by NEBOSH, including by its employees, agents or subcontractors; (ii) any use made by the Learning Partner of the NEBOSH Materials and/or the NEBOSH Mark(s) or any part of them; and (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement. All warranties,

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conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

8.2 Nothing in the Agreement limits or excludes the liability of either party: (i) for death or personal injury resulting from negligence; (ii) for fraud or fraudulent misrepresentation; (iii) for any indemnity given by such party to the other party under the Agreement; or (iv) for any other liability which cannot be excluded or limited under Applicable Law.

8.3 Subject to clause 8.1 and clause 8.2:

8.3.1 NEBOSH shall not, to the greatest extent permitted by law, be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of customers; (vi) loss of contract; (vii) loss or corruption of data or information; (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or (ix) any punitive, exemplary or multiplied damages; and

8.3.2 NEBOSH's total aggregate liability in any Contract Year whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement shall be limited to the greater of £50,000 and an amount equal to the Charges paid by the Learning Partner in respect of such Contract Year.

8.4 The Learning Partner shall indemnify NEBOSH on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by NEBOSH arising out of or in connection with: (i) any breach by the Learning Partner of any Applicable Laws; (ii) the Learning Partner's material breach, negligent performance or non-performance of the Agreement; (iii) the enforcement of the Agreement; (iv) any claim made against NEBOSH for actual or alleged infringement of a third party's Intellectual Property Rights by the Learning Partner or any of its employees, agents or subcontractors, other than when such claim relates to NEBOSH Materials and/or NEBOSH Marks; (v) any claim made against NEBOSH by any third party (including by a Learner) arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement (and/or any agreement between the Learning Partner and such third party) by the Learning Partner, its employees, agents or subcontractors; and (vi) any claim made against NEBOSH by a third party for death, personal injury or damage to property arising out of or in connection with the provision of the Services by the Learning Partner, including in relation to the Venues.

8.5 If a payment due from the Learning Partner under an indemnity is subject to Tax (whether by way of direct assessment or withholding at its source), NEBOSH shall be entitled to receive from the Learning Partner such amounts as shall ensure that the net receipt, after Tax, to NEBOSH in respect of the payment is the same as it would have been were the payment not subject to Tax.

9. Termination

9.1 Either party may terminate the Agreement without cause at any time by giving to the other party not less than 90 days' notice in writing, provided that if an exam has been scheduled within the first 30 days from the date of the service of a notice to terminate under this clause 9.1, the Agreement shall terminate upon expiry of 90 days from the date of the last exam scheduled to take place within such 30 days period.

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- 9.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving notice to the other if: (i) the other party commits a breach of any of the material terms of the Agreement; (ii) the other party is subject to an Insolvency Event; or (iii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.3 NEBOSH may terminate the Agreement with immediate effect by serving a notice in writing to the Learning Partner if: (i) any circumstances giving rise to suspension or withdrawal of Accreditation have occurred (as specified in this Agreement and/or the relevant NEBOSH Mandatory Policies and Procedures); (ii) if the Learning Partner fails to adequately address any issues raised and/or instructions issued by NEBOSH following the suspension of the Accreditation, within the timeframe prescribed by NEBOSH; and/or (iii) NEBOSH is unable to continue this Agreement for reasons related to compliance with Applicable Laws.
- 9.4 On termination of the Agreement for any reason:
- 9.4.1 all licences and rights granted pursuant to the Agreement (including the Accreditation) shall terminate immediately;
- 9.4.2 the Learning Partner shall, upon request by NEBOSH, provide such Services and for such period of time as NEBOSH considers necessary (in its absolute discretion) to protect the interests of Learners who signed up for a Qualification prior to the date of termination of this Agreement;
- 9.4.3 the Learning Partner shall provide reasonable assistance and co-operation to NEBOSH, as NEBOSH may request, to ensure a smooth transition of the Services to NEBOSH and/or a replacement Accredited Learning Partner;
- 9.4.4 the Learning Partner shall, within a reasonable time, return or destroy (as NEBOSH may direct) all of the NEBOSH Materials. If the Learning Partner fails to do so, then NEBOSH may enter the Learning Partner's premises and take possession of them. Until they have been returned, destroyed or repossessed, the Learning Partner shall be solely responsible for their safe keeping; and
- 9.4.5 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 9.5 On termination of the Agreement (however arising) the following clauses shall survive and continue in full force and effect: Clause 1 (Interpretation), Clause 2 (Entire agreement), Clause 7 (Confidentiality), 8 (Limitation of liability and indemnity), Clause 9.4 (Consequences of termination), Clause 10 (General) and Clause 11 (Governing law, jurisdiction and dispute resolution).

10. General

- 10.1 **Assignment.** The Learning Partner shall not, without the prior written consent of NEBOSH, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under the Agreement. NEBOSH may assign or novate the Agreement to: (i) any separate entity Controlled by NEBOSH; (ii) any body or department which succeeds to those functions of NEBOSH to which the Agreement relates; or (iii) any provider of outsourcing or third-party services that is employed under a service contract to provide services to NEBOSH. The Learning Partner warrants



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and represents that it will (at NEBOSH's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 10.1.

- 10.2 **Waiver.** A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 10.3 **Amendments.** Without prejudice to any right NEBOSH may have under this Agreement to change the Accreditation Conditions, NEBOSH shall have the right from time to time to change these Standard Terms (including any Schedules and Appendices) to comply with or reflect a change of Applicable Laws, a decision of a court or regulatory authority and we will notify the Learning Partner of any such changes and the date when they take effect. In the event NEBOSH wish to make any other changes to this Agreement (other than NEBOSH Mandatory Policies and Procedures), NEBOSH will notify the Learning Partner in writing at least thirty (30) days prior to such change. In the event the Learning Partner is unable to (acting reasonably) comply with any changes introduced by NEBOSH, the Learning Partner shall be entitled to terminate this Agreement by serving not less than thirty (30) days' notice in writing to NEBOSH.
- 10.4 **Severance.** If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 10.5 **Third party rights.** The Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 10.1 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 10.6 **No partnership or agency.** Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other. The Learning Partner shall not represent itself as acting as an agent or representative of NEBOSH in any dealings with any third parties.
- 10.7 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"). In such circumstances, without prejudice to clause 3 (Step-in rights), the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.
- 10.8 **Notice.** Notice given under the Agreement shall be in writing, sent for the attention of the person specified on the Accreditation Confirmation and to the email address given on the Accreditation Confirmation (or such other address or person as the relevant party may notify to the other party) and shall be delivered by email to the email address of the other party specified in the Accreditation Confirmation.



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11. **Governing Law and Dispute Resolution Procedure**

- 11.1 The Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.2 Subject to the remainder of this clause 11 and/or any Special Terms amending this clause 11.2, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with the Agreement or its subject matter.
- 11.3 In the event that any claim or dispute arises out of or in connection with the Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 11.3, either party may commence proceedings in accordance with clause 11.2.
- 11.4 Nothing in this clause 11 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in the Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

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Schedule 1 Definitions and rules of interpretation

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in the Agreement.

“Accreditation” means the approval granted by NEBOSH to the Learning Partner pursuant to this Agreement in respect of the delivery of the Qualifications by the Learning Partner, as may be reviewed and/or renewed pursuant to this Agreement. The term **“Accredited”** shall be construed accordingly.

“Accreditation Conditions” means any specific requirements and/or restrictions that may be imposed by NEBOSH on the Learning Partner as part of Accreditation, as specified in the Accreditation Confirmation and/or as otherwise notified to the Learning Partner in writing by NEBOSH.

“Accreditation Confirmation” means the document issued by NEBOSH (including in an electronic format) and confirming the grant of and the details of the Accreditation on the terms of this Agreement.

“Accreditation Start Date” means the date specified in the Accreditation Confirmation and from which the Learning Partner becomes Accredited to deliver and administer the Qualifications pursuant to this Agreement.

“Accredited Learning Partner” means any entity that has been authorised by NEBOSH to deliver NEBOSH Qualifications.

“Agreement” means the agreement between NEBOSH and the Learning Partner in relation to the Accreditation on the terms set out these Standard Terms, the Accreditation Confirmation, any Accreditation Conditions and Special Terms (if any), and including the NEBOSH Mandatory Policies and Procedures.

“Applicable Laws” means all applicable laws, statutes, regulations and codes from time to time in force and applicable to the Services, including, but not limited to, Data Privacy Laws, any laws, statutes, regulations and codes relating to child protection and safeguarding and/or health and safety relevant to the Venues.

“Application for Accreditation” means an application submitted by the Learning Partner in a format prescribed by NEBOSH (including via NEBOSH Portal) to obtain Accreditation in respect of the Qualifications.

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“Business Day”	means a day on which the banks are open for business in the location of the Learning Partner, or the location of the recipient of a notice under the Agreement (as applicable).
“Charges”	means the sums payable by the Learning Partner to NEBOSH in accordance with clause 5 (Charges and payment) and as specified by NEBOSH from time to time (whether in the Accreditation Confirmation and/or by publication on NEBOSH Portal).
“Confidential Information”	means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of NEBOSH or the Learning Partner (as the case may be), all NEBOSH Materials and all personal data and sensitive personal data within the meaning of the Data Privacy Laws.
“Contract Year”	means each period of 12 consecutive months commencing on the Accreditation Start Date and each anniversary thereof.
“Control”	means the ability to direct the affairs of another entity whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” and “change of Control” shall be construed accordingly).
“Data Privacy Laws”	shall mean any applicable law relating to the processing, privacy and use of personal data, as applicable to either party or the Services under this Agreement, including the Directive 95/46/EC (Data Protection Directive) and/or the UK Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679 (GDPR), and /or any corresponding or equivalent national laws or regulations in the Territory; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Privacy Laws (in each case whether or not legally binding).
“Entry” or “Entries”	means the registration of a Learner to take a Qualification.

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- “Equality Legislation”** means any and all applicable legislation, guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in the Territory.
- “Force Majeure Event”** has the meaning as defined in clause 10.7.
- “Insolvency Event”** in relation to either party, that party: (a) is unable to pay its debts or becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of that party)); or (e) is subject to an analogous event to any of the foregoing in any jurisdiction.
- “Intellectual Property Rights”** means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- “Key Personnel”** means any or all, as the context may require, of the following roles: Head of Learning Partner, Lead Tutors and Tutors, Assessors, as such roles are described in the NEBOSH Mandatory Policies and Procedures.
- “Learner”** means a person who is registered to take a Qualification.
- “Learning Partner”** means the person or entity identified as such in the Accreditation Confirmation.

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“Learning Partner IPR”	means any Intellectual Property Rights belonging to the Learning Partner before the date of the Agreement and any Intellectual Property Rights in any materials in relation to Qualifications developed independently by the Learning Partner, without any input from NEBOSH (other input in respect of the quality assurance of such materials).
“NEBOSH Mandatory Policies and Procedures”	means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents issued from time to time by NEBOSH and published on the NEBOSH Portal from time to time (or communicated to the Learning Partner in writing) (as such documents may be amended, updated or supplemented from time to time by NEBOSH).
“NEBOSH Mark(s)”	means any trade marks or service marks, trade names, logo(s) and other graphic device(s) designated by NEBOSH for use by its Learning Partners, as specified as specified in the “Use of the NEBOSH Accredited Learning Partner Logo” guidelines in the NEBOSH Mandatory Policies and Procedures, and as may be amended by NEBOSH from time to time.
“NEBOSH Materials”	means any data, information and/or documentation, including any support materials and course syllabus, supplied by NEBOSH in printed or electronic form or obtained by the Learning Partner via the NEBOSH Portal.
“NEBOSH Portal”	means a website or websites made available by NEBOSH from time to time to its Accredited Learning Partners in connection with the administration and delivery of NEBOSH Qualifications, and/or made available to Learners to enable direct Entries and payments by the Learners (if applicable).
“NEBOSH Qualifications”	means the awards, training courses and qualifications offered by NEBOSH from time to time.
“Personnel”	means any person engaged by the Learning Partner in connection with the Services, including the Key Personnel and other employees, workers, independent contractors of the Learning Partner.
“Qualifications”	means those of the qualifications and/or training courses (including continued professional development courses, if applicable) offered by NEBOSH in respect of which the Learning Partner has been Accredited.

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“Regulator”	means any organisation or department designated by any government to establish and to secure compliance with national standards for qualifications, and includes but is not limited to the Scottish Qualifications Authority.
“Schedule(s)”	means a schedule to the Agreement.
“Services”	means all of the activities the Learning Partner undertakes in the performance of this Agreement.
“Special Terms”	means the provisions that may be agreed by the parties in writing (including any provisions expressly referred to as “Special Terms” and attached to these Standard Terms) which may amend or substitute these Standard Terms.
“Standard Terms”	means the provisions of clauses 1 (Commencement and duration) to 11 (Governing law, and dispute resolution) of the Learning Partner Agreement.
“Tax”	any form of tax, levy, impost, duty, contribution, customs and other import duties, liability and charge in the nature of taxation and all related withholdings or deductions of any kind (including, for the avoidance of doubt, any liability under the Applicable Laws in the Territory) and national insurance social security contribution liabilities (or corresponding obligations) in any jurisdiction wherever and whenever payable and shall further include any amount payable as a consequence of any claim, direction order or determination of any taxation authority.
“Term”	means the duration of this Agreement, as determined in accordance with clause 1.2 of the Standard Terms.
“Territory”	means the geographical area(s) set out in the Accreditation Confirmation where the Learning Partner is approved to offer and promote Qualifications.
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement, additional, or alternative Tax imposed in the jurisdiction of the Territory.
“Venue(s)”	means premises available to the Learning Partner, where the Learning Partner will deliver the Qualifications, and which the Learning Partner has a duty to ensure meet the relevant requirements of the NEBOSH Mandatory Policies and Procedures for the delivery of such Qualifications.

1.2 In the Agreement:

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- 1.2.1 any headings in the Agreement shall not affect the interpretation of the Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable statute or other legislation as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 where the words “include(s)” or “including” are used in the Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;
- 1.2.4 unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.5 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.6 any reference to the Agreement includes the Schedules and Appendices;
- 1.2.7 a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.8 a reference to a **Course Provider** or an **Accredited Course Provider** in any of the NEBOSH Mandatory Policies and Procedures and/or any other documents referred to in this Agreement shall be interpreted as a reference to a Learning Partner; and
- 1.2.9 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.3 The Agreement shall be binding on, and ensure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.

Schedule 2 NEBOSH Marks

- 1. The Learning Partner shall be entitled to use the NEBOSH Marks(s) specified in the “Use of the NEBOSH Brand by third parties” document and the “NEBOSH Learning Partner Logo Usage” document.
- 2. In respect of the NEBOSH Mark(s):
 - 2.1 any goodwill derived from the use of the NEBOSH Mark(s) shall accrue to NEBOSH;
 - 2.2 the Learning Partner shall not apply to register any trade mark (whether of a name or logo), domain name or company name identical or confusingly similar to the NEBOSH Mark(s) for any goods or services in any country;



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- 2.3 the Learning Partner shall not (i) use in its business (whether digitally or physically) any other trade mark confusingly similar to the NEBOSH Mark(s) and/or (ii) use the NEBOSH Mark(s) or any word confusingly similar to the NEBOSH Mark(s) as, or as part of, its corporate or trading name;
- 2.4 the Learning Partner shall not do anything that will or may weaken or damage the NEBOSH Mark(s) or the reputation or goodwill associated with the NEBOSH Mark(s), or that may invalidate or jeopardise any registration of the NEBOSH Mark(s); and
- 2.5 the Learning Partner shall at all times comply with all guidelines (including communication guidelines) and/or instructions issued by NEBOSH in relation to the NEBOSH Mark(s), including as set out in the NEBOSH Mandatory Policies and Procedures.
3. The Learning Partner shall promptly notify NEBOSH in writing of any actual, threatened or suspected infringement of any Intellectual Property Rights in the NEBOSH Materials and/or the NEBOSH Mark(s) which comes to the Learning Partner's attention or a claim that the NEBOSH Materials and/or the NEBOSH Mark(s) infringe the Intellectual Property Rights of any third party, and the Learning Partner shall, do all such things as may reasonably be required by NEBOSH to assist NEBOSH in taking or resisting any proceedings to any such infringement or claim.
4. Nothing in the Agreement shall constitute any representation or warranty that: (i) any registration comprised in the NEBOSH Mark(s) is valid, (ii) any application comprised in the NEBOSH Mark(s) shall proceed to grant or, if granted, shall be valid; or (iii) the exercise by Learning Partner of rights granted under the Agreement will not infringe the rights of any person.
5. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Schedule 2 by the Learning Partner.

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Appendix 1 Specific compliance obligations

1. Identification and management of risk and conflict of interest

1.1 For the purpose of this paragraph 1 “**Adverse Effect**” shall mean an act, omission, event, incident, or circumstance which: (a) gives rise to prejudice to Learners or potential Learners; or (b) adversely affects: (i) the ability of NEBOSH to undertake the development, delivery or award of NEBOSH Qualification in accordance with its regulatory and legal obligations; (ii) the standards of NEBOSH Qualifications; or (iii) public confidence in such qualifications.

1.2 The Learning Partner shall:

1.2.1 have appropriate policies, procedures and training in place to allow it to identify which acts or omissions will have, or are likely to have, an Adverse Effect, and to identify the risks of these acts or omissions occurring;

1.2.2 notify NEBOSH, as soon as reasonably practicable upon becoming aware, of any acts, omissions or incidents which have, or are likely to have, an Adverse Effect; and

1.2.3 take all reasonable steps, in consultation with NEBOSH, to: (a) prevent such acts, omissions or incidents from occurring; (b) prevent or mitigate any Adverse Effect as far as possible.

1.3 The Learning Partner shall:

1.3.1 establish, maintain and comply with a conflict of interest policy which is complementary to the NEBOSH Mandatory Policies and Procedures;

1.3.2 identify, record and monitor any conflict of interests that arise and which cannot be avoided; and

1.3.3 take all reasonable steps to ensure that no conflict of interest that relates to it has an Adverse Effect.

2. Malpractice and maladministration

2.1 The Learning Partner shall:

2.1.1 adopt a policy and procedure, complementary to NEBOSH Mandatory Policies and Procedures on malpractice and maladministration, that allow for the identification of, and aim to reduce, the risk and incidents of malpractice or maladministration occurring;

2.1.2 take all reasonable steps to prevent the occurrence of any malpractice or maladministration in the delivery of the Qualifications;

2.1.3 take all reasonable steps to monitor for risks and suspected incidents of malpractice or maladministration, and notify NEBOSH of such risks and incidents as soon as practicable;

2.1.4 where incidents of malpractice or maladministration are identified:

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- (a) take all reasonable steps to prevent such incidents from recurring, and
 - (b) cooperate with NEBOSH in respect of any action taken by NEBOSH against the Learning Partner and/or any individuals responsible for such incidents;
- 2.1.5 confirm to NEBOSH as part of the Accreditation renewal process that the arrangements put in place by the Learning Partner for preventing and investigating malpractice or maladministration are adequate and effective
- 3. Learner registration and assessments**
- 3.1 The Learning Partner shall ensure that:
- 3.1.1 its Personnel take all reasonable steps required to verify the accuracy and completeness of the identity and information provided by the Learners upon registration;
 - 3.1.2 each Learner taking a Qualification is registered in a way that permits the Learner to be clearly and uniquely identified;
 - 3.1.3 it registers Learners with NEBOSH promptly upon enrolment with the Learning Partner;
 - 3.1.4 Learners are fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification specifications and guides published by NEBOSH from time to time;
 - 3.1.5 arrangements are in place to confirm Learners' identity for each assessment;
 - 3.1.6 assessments are delivered effectively and efficiently, and in accordance with any Qualification specifications and assessment criteria set out in the NEBOSH Mandatory Policies and Procedures or as otherwise prescribed by NEBOSH;
 - 3.1.7 any material produced by a Learner in an assessment is generated by that Learner; and
 - 3.1.8 where an assessment is required to be completed under specified conditions, Learners complete the assessment under those conditions (except where the NEBOSH Mandatory Policies and Procedures on equality and diversity policy and/or access arrangements, reasonable adjustments and special consideration require otherwise); and
 - 3.1.9 the security and confidentiality of any examination/assessment materials and the identity of the Learners is maintained at all times and is not in any way compromised.
- 3.2 The Learning Partner shall not permit any part of the assessment of a Learner (including by way of moderation) to be undertaken by any person who has a personal interest in the result of the assessment.
- 3.3 The Learning Partner shall:
- 3.3.1 ensure that all aspects of the delivery of Qualifications are subject to monitoring and review, and are in accordance with the terms of the Agreement at all times;

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- 3.3.2 upon request from NEBOSH: (a) provide the results of such monitoring and review to NEBOSH; and/or (b) obtain feedback on Qualifications from Learners; and
- 3.3.3 shall operate an effective and appropriate complaints handling procedure and appeals process for the benefit of Learners, in compliance with the relevant NEBOSH Mandatory Policies and Procedures.
- 3.4 The Learning Partner shall:
 - 3.4.1 have in place a complaints handling process and an appeals process which Learners can use;
 - 3.4.2 answer accurately, fully and within the timescale set out in the Learning Partner's policy or process, any complaints and appeals received by you from Learners, but shall not disclose information in breach of confidentiality or legal duty; and
 - 3.4.3 comply with any of our processes in relation to appeals or enquiries about results and provide information and support to Learners who wish to use these processes.

4. **Promotion of Qualifications**

The Learning Partner shall not make any statement in relation to a Qualification which is likely to mislead Learners, potential Learners or any other persons, or which is not consistent with the scope of the Accreditation and/or any specifications and guides issued by NEBOSH in respect of such Qualifications.

5. **Retention of records**

- 5.1 The Learning Partner shall:
- 5.2 maintain all Learner records and details of achievement in an accurate, timely and secure manner, and in accordance with any applicable NEBOSH Mandatory Policies and Procedures, and in the format required by NEBOSH;
 - 5.2.1 keep complete and accurate records for the duration of the Agreement and for 24 months from its termination, or for three years from award of a Qualification to a Learner, whichever is longer, relating to the Learning Partner's compliance with its obligations under the Agreement and the delivery of Qualifications and make these available to NEBOSH (at its own cost) upon request, including, but not limited to attendance, performance, assessment and feedback and Learner feedback records.

6. **Anti-corruption**

Each party warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties.

7. **Safeguarding**

The Learning Partner will comply with all applicable legislation and codes of practice in the Territory relevant to the safeguarding and protection of vulnerable adults and with all relevant NEBOSH



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Mandatory Policies and Procedures in connection with the safeguarding and protection of vulnerable adults.

8. **Equality, Diversity and Inclusion**

8.1 The Learning Partner shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of any Equality Legislation applicable in the Territory.

8.2 The Learning Partner shall comply with any equality or diversity policies or guidelines included in the NEBOSH Mandatory Policies and Procedures, and any requirements in relation to reasonable adjustments and special considerations set out in such NEBOSH Mandatory Policies and Procedures.

9. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Appendix 1 by the Learning Partner.

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Appendix 2 Personnel and other resources

1. The Learning Partner shall:
 - 1.1 ensure that all Personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Personnel are in sufficient number to enable the Learning Partner to fulfil its obligations under the Agreement;
 - 1.2 provide its Personnel with appropriate training and professional development to ensure maintenance and development of the appropriate level of skills and competence, in accordance with good industry practice, any applicable NEBOSH Mandatory Policies and Procedures and/or NEBOSH's directions from time to time; and
 - 1.3 appoint appropriately qualified persons (in accordance with the relevant NEBOSH Mandatory Policies and Procedures) as its Key Personnel. The Learning Partner shall inform NEBOSH (via the NEBOSH Portal) of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. NEBOSH shall be entitled to interview any such person and may object to any such proposed appointment within 14 Business Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
2. The Learning Partner shall not, without the prior written consent of NEBOSH, at any time from the date of the Agreement to the expiry of 6 months after the termination of the Agreement, solicit or entice away from NEBOSH or employ or attempt to employ any person who is, or has been, engaged as an employee of NEBOSH in connection with the Services.
3. The Learning Partner shall:
 - 3.1 provide, upon request, appropriate facilities and local arrangements, as reasonably required by NEBOSH for the performance of NEBOSH rights and/or duties in relation to this Agreement;
 - 3.2 maintain an appropriate level of financial resources to support the delivery of the Qualifications and the performance of the Services in accordance with the Agreement;
 - 3.3 have in place at all times an up-to-date disaster recovery and business continuity plan to protect the interest of Learners and the uninterrupted delivery of the Services;
 - 3.4 promptly notify NEBOSH if it becomes (or is likely to become) subject to change of Control, an Insolvency Event or if it stops trading.
4. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Appendix 2 by the Learning Partner.

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Appendix 3 Audits, inspections, suspension of Accreditation, Step-In rights

1. Provision of information, inspections and audits

- 1.1 The Learning Partner shall provide, in a timely manner, such material and information as NEBOSH (and/or the Regulator, if applicable) may reasonably require, and ensure that it is accurate in all material respects.
- 1.2 The Learning Partner shall comply with all reporting obligations specified in the NEBOSH Mandatory Policies and Procedures.
- 1.3 The Learning Partner shall, subject to the Learning Partner's confidentiality obligations, allow NEBOSH and/or the Regulator (if applicable), and their duly appointed representatives or other regulatory bodies, to access any Venues, Personnel, relevant offices and/or any systems or records as may be reasonably required to verify the Learning Partner's compliance with the Agreement and/or the requirements of the Regulator (if applicable). The Learning Partner shall provide full assistance and cooperation to NEBOSH and/or the Regulator in respect of any such audits and/or inspections.
- 1.4 Audits and inspections may be carried out at any time and without notice, including when the Learners are sitting an examination.
- 1.5 The Learning Partner shall make all changes or otherwise adequately address any concerns and rectify any faults identified by NEBOSH or the Regulator (as the case may be) and the Learning Partner shall promptly develop and provide to NEBOSH an action plan illustrating the measures and the timeline for the implementation of any such measures for NEBOSH's prior written approval.

2. Suspension or withdrawal of Accreditation

- 2.1 NEBOSH reserves the right to suspend or withdraw the Learning Partner's Accreditation (as NEBOSH considers appropriate) with immediate effect by serving a notice in writing to the Learning Partner in the following circumstances:
 - 2.1.1 NEBOSH has grounds to suspect malpractice or maladministration by the Learning Partner, gross misconduct, serious (in NEBOSH's reasonable opinion) security breach incident and/or any other material failure to comply with the provisions of the Agreement, any NEBOSH Mandatory Policies and Procedures and/or any Applicable Laws;
 - 2.1.2 the Learning Partner fails to pay the Charges by the due date;
 - 2.1.3 the Learning Partner fails to comply with its obligations under the Agreement, the NEBOSH Mandatory Policies and Procedures and/or the directions of NEBOSH;
 - 2.1.4 the Learning Partner fails to comply with the licence terms (including any logo guidelines) for the use of the NEBOSH Marks and/or otherwise misuses any Intellectual Property Rights of NEBOSH (including in relation to the NEBOSH Materials);
 - 2.1.5 the Learning Partner fails to obtain or loses any licence, permission or consent required in connection with the delivery of Qualifications and/or the provision of the Services;



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- 2.1.6 the Learning Partner, its employee, agent or subcontractor commits an act or fails to act in such a way, which, in NEBOSH's reasonable opinion, brings NEBOSH, and/or any Qualifications into disrepute;
- 2.1.7 in NEBOSH's reasonable opinion, changes to the Learning Partner's circumstances (including, without limitation, a change of Control) are likely to affect in any material way its ability to comply the Agreement; and/or
- 2.1.8 any other event occurs which, according to the NEBOSH Mandatory Policies and Procedures, can result in the suspension and/or termination of Accreditation.
- 2.2 Unless otherwise specified in NEBOSH's notice of suspension or withdrawal, or otherwise specified in writing by NEBOSH, upon suspension or withdrawal of the Learning Partner's Accreditation:
 - 2.2.1 all licences granted to the Learning Partner pursuant to the Agreement, including licences to use the NEBOSH Materials and the NEBOSH Marks, shall be suspended;
 - 2.2.2 the Learning Partner shall cease all marketing and promotional activities in relation to the Qualifications and shall not represent itself as an Accredited Learning Partner; and
 - 2.2.3 NEBOSH shall be entitled to exercise its step-in rights pursuant to paragraph 3 below.
- 2.3 The Learning Partner shall not resume the provision of the Services until such time as NEBOSH issues in writing a revocation or suspension of Accreditation or a new Accreditation Confirmation, which shall be at NEBOSH's sole discretion. In the event NEBOSH decides to revoke its decision to suspend the Accreditation or issues a new Accreditation Confirmation:
 - 2.3.1 NEBOSH shall be entitled to impose such Accreditation Conditions as it considers reasonable (in its sole discretion) to ensure compliance of the Learning Partner with the Agreement and all applicable NEBOSH Mandatory Policies and Procedures; and
 - 2.3.2 the Learning Partner shall immediately resume the provision of the Services, subject to any conditions imposed by NEBOSH pursuant to paragraph 2.3.1 above.
- 3. **Step-In Rights**
 - 3.1 Where the Learning Partner becomes unable (including as a result of suspension of its Accreditation or as a result of a Force Majeure Event) or unwilling to provide the whole or key elements of its Services, NEBOSH may take over the responsibility for the Services or appoint another Accredited Learning Partner in respect of the delivery and administration of Qualifications to the Learning Partner's existing Learners pursuant to this paragraph 3 ("**Step-In**"), for such a period of time as NEBOSH considers necessary, in its sole discretion.
 - 3.2 If NEBOSH wishes to exercise the right of Step-In in accordance with paragraph 3.1 above, it shall notify the Learning Partner in writing that it wishes to take such action and of the following: (i) the reason for the action; (ii) the date it wishes to commence the action, which may be with immediate effect, at NEBOSH's sole discretion; and (iii) the time period which it believes will be necessary for the action.

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- 3.3 The Learning Partner shall:
- 3.3.1 co-operate with and assist NEBOSH and/or any replacement Accredited Learning Partner in the transfer of any duties in relation to the delivery and administration of Qualifications;
 - 3.3.2 not be entitled to any Charges in respect of the Step-In period.
4. **Change to Accreditation**
- 4.1 If the Learning Partner wishes to make a change relating to the scope, nature, volume or execution of the Services and/or in relation to the Accreditation Conditions ("**Change**"):
 - 4.1.1 the Learning Partner shall submit a written request for Change to NEBOSH containing as much information as is necessary to enable NEBOSH to consider the Change, including any impact on the Entries targets specified in the Accreditation Confirmation (if any) and/or any other terms of the Agreement; and
 - 4.1.2 NEBOSH has no obligation to agree to any proposed Changes.
 - 4.2 NEBOSH may, by issuing a notice in writing, change the Accreditation Conditions and/or the scope of the Services in order to comply with any Applicable Laws and/or any directions issued or changes made to the Qualifications by the Regulator (including withdrawal or alteration of current Qualifications or introduction of new Qualifications).
5. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Appendix 3 by the Learning Partner.



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Appendix 4 Subcontracting and appointing agents

1. The Learning Partner may not sub-contract or appoint an agent in respect of any of its obligations under this Agreement to any third party without NEBOSH's prior written consent.
2. Where NEBOSH has given written consent under paragraph 1 above, the Learning Partner will be responsible for ensuring that the third party has appropriate capacity and capability to ensure the provision of the Services in accordance with this Agreement at all times and will agree in writing to any requirements NEBOSH may have in providing its consent under paragraph 1 above. The Learning Partner shall remain liable at all times to NEBOSH for the acts, errors or omissions of any such third party.
3. The Learning Partner shall ensure that any such third party appointed by the Learning Partner under paragraph 2 to provide any of the Services: (i) complies with all aspects of this Agreement and it is subject to legally binding terms not less onerous than the terms of this Agreement; (ii) clearly discloses its status and relationship with the Learning Partner in any communication with Learners and prospective Learners in connection with Qualifications.
4. For the avoidance of doubt, where NEBOSH has given written consent under paragraph 1, such consent does not extend to the right of the Learning Partner to sub-license any of its rights in respect of NEBOSH Intellectual Property Rights (including in respect of the NEBOSH Mark(s)). Any use of NEBOSH Mark(s) and/or other NEBOSH Intellectual Property Rights, and any other activity that could reasonably associate such third party with NEBOSH shall require prior written consent of NEBOSH given in respect of such third party.
5. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Appendix 4 by the Learning Partner.

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Appendix 5 Data Protection

1. **In this Schedule:**
 - 1.1 “**controller**”, “**processor**”, “**personal data**”, “**processing**” and “**special categories of personal data**” have the same meanings as defined in the Data Privacy Laws; and
 - 1.2 “**Data Security Breach**” means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration, unauthorised disclosure of, unauthorised access, attempted access (physical or otherwise) or access to, personal data transmitted, stored or otherwise processed.
2. **Data Protection**
 - 2.1 The parties acknowledge and agree that, for the purposes of the Data Privacy Laws, the parties are independent controllers in respect of any personal data and/or special categories of personal data relating to Learners and exchanged between the parties in furtherance of the Agreement (“**Learner Personal Data**”).
 - 2.2 Each party shall ensure that it complies with its obligations under the Data Privacy Laws at all times during the term of the Agreement.
 - 2.3 In the event that a transfer of Learner Personal Data from NEBOSH to the Learning Partner becomes necessary in connection with the Agreement and such transfer would result in the transfer of Learner Personal Data (i) outside of the European Economic Area (or the UK in the event the UK is no longer part of the European Economic Area); (ii) where the recipient is not based in a country considered to offer adequate protection for data subjects by the European Commission and (iii) where the recipient is not accredited with the EU-US Privacy Shield, the Learning Partner hereby agrees to, promptly upon written request from NEBOSH, enter into an international data transfer agreement in a form reasonably prescribed by NEBOSH which satisfies the requirements of the Data Privacy Laws.
 - 2.4 Upon NEBOSH’s request, the Learning Partner shall obtain on behalf of NEBOSH appropriate consents from the Learners as NEBOSH may require in order to process Learner Personal Data under the Data Privacy Laws.
 - 2.5 The Learning Partner shall, in respect of any Learner Personal Data, ensure that:
 - 2.5.1 the Learning Partner’s privacy notice/policy/statement are clear and provide sufficient information to the Learners for them to understand which of their Learner Personal Data will be shared by the Learning Partner with NEBOSH; the purpose of sharing their Learner Personal Data with NEBOSH and the identity of NEBOSH;
 - 2.5.2 the Learning Partner’s privacy notices/policies/statements shall provide a link to NEBOSH’s privacy notice/policy/statement; and
 - 2.5.3 such Learner Personal Data supplied by the Learning Partner to NEBOSH is accurate and kept up-to-date at all times.



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- 2.6 Each party agrees to provide the other party with such reasonable cooperation and assistance as is necessary to enable each party to comply with its obligations as a controller in respect of Learner Personal Data, including to enable each party to comply with Learners' rights in respect of their Learner Personal Data and to respond to any other queries or complaints from the Learners and/or potential Learners in connection with the processing of Learner Personal Data.
- 2.7 Each party agrees that it shall have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the Data Privacy Laws and any associated guidance.
- 2.8 Each party agrees to provide the other party with reasonable assistance as is necessary to facilitate the handling and resolution of any Data Security Breach in an expeditious manner and a manner that complies with the Data Privacy Laws.
- 2.9 The Learning Partner shall at all times indemnify and keep indemnified NEBOSH against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) suffered by NEBOSH arising from any breach of this Data Protection Schedule by the Learning Partner and/or its Personnel or any other person or organisation employed, engaged and/or howsoever connected to the Learning Partner.
- 2.10 The Learning Partner must comply with all of NEBOSH's security requirements published by NEBOSH from time to time as part of its NEBOSH Mandatory Policies and Procedures, including those concerning the storage of any Learner Personal Data (and, in particular, the storage of any examination papers and the verification of Learners' identity). The Learning Partner shall notify NEBOSH as soon as reasonably practicable of any incident or risk of any incident which would result in NEBOSH's non-compliance with the Data Privacy Laws and take all reasonable steps to prevent any such risk or incident occurring or, where it cannot be prevented, to reduce the impact of any such incident.
- 2.11 The Learning Partner warrants that it will not take any action or make any omission which would result in NEBOSH breaching the Data Privacy Laws or bring it into disrepute for reasons related to data privacy.
3. NEBOSH may terminate this Agreement by serving a notice in writing to the Learning Partner in the event of any breach of this Appendix 5 by the Learning Partner.